



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

DEAN D. EFSTATHIOU, Acting Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: AS-0

September 16, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF CONTRACT  
LANDSCAPE MAINTENANCE - ANTELOPE VALLEY  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Award a contract for landscape maintenance services at existing facilities in the Antelope Valley.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Landscape Maintenance - Antelope Valley in the annual sum of \$60,508, to Far East Landscape and Maintenance, Inc., located in Valencia, California, and direct the Chair to execute the contract. This contract will be for a period of one year commencing on October 6, 2008, with four 1-year renewal options, not to exceed a total contract period of five years.

4. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
5. Authorize the Acting Director of Public Works or his designee to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, Far East Landscape and Maintenance, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide maintenance services for landscaped areas at existing pump stations, tanks, and office facilities operated by the Department of Public Works (Public Works) in the Antelope Valley area. The work to be performed will consist of weekly mowing of all lawns, trimming and pruning of ground cover and shrubs, maintenance of site trees, routine application of fertilizers and chemicals, maintenance of irrigation systems, and removal of litter from walkways and landscaped areas. Public Works has contracted this service since 2003.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$60,508, plus 25 percent for unforeseen, additional work within the scope of the contract. This amount is based on the annual price and Public Works' estimated annual requirements for the service at the unit prices quoted by the contractor.

Financing for the first year of this service is included in the Fiscal Year 2008-09 Internal Service Fund Budget, which will be reimbursed by the Los Angeles County Waterworks

Districts No. 36 General Fund Budget, No. 37 General Fund Budget, and No. 40 General Fund Budget. Funds to finance the contract's option years and 25 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract has been executed by the contractor and approved as to form by County Counsel (Attachment A). The recommended contract, with Far East Landscape and Maintenance, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Far East Landscape and Maintenance, Inc. This contract will commence on October 6, 2008, for a period of one year. With your Board's delegated authority, the Acting Director of Public Works may renew the contract for four 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposal (RFP) for this contracted service was submitted on June 30, 2008, to the appropriate union for review. The union reserved its right to meet regarding this solicitation but there has been no additional action.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

This contract does not allow for a cost-of-living adjustment for the optional year and does not contain a provision for fuel and/or disposal fee adjustments.

Since this is a Proposition A contract, Public Works has evaluated and determined that the contractor has qualified for the small business organization exemption from the Living Wage Program.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

#### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301(h) of CEQA because it involves the maintenance of existing landscaping.

#### **CONTRACTING PROCESS**

On June 26, 2008, Public Works solicited proposals from 421 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On July 24, 2008, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP which included the price, experience, work plan, financial stability, demonstrated controls over labor/payroll record keeping, references, and equipment. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest cost proposer.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



DEAN D. EFSTATHIOU  
Acting Director of Public Works

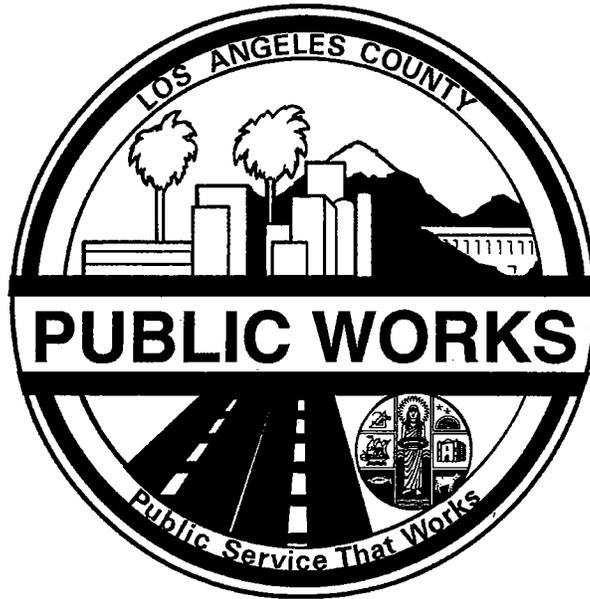
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Attachments (2)

c: Chief Executive Office  
County Counsel  
Office of Affirmative Action Compliance

**CONTRACTOR EXECUTE**

# Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,  
DEPARTMENT OF PUBLIC WORKS

AND

FAR EAST LANDSCAPE AND MAINTENANCE, INC.

FOR

LANDSCAPE MAINTENANCE WATERWORKS –  
ANTELOPE VALLEY (2008-PA036)

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AGREEMENT FOR

LANDSCAPE MAINTENANCE – ANTELOPE VALLEY (2008-PA036)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and FAR EAST LANDSCAPE AND MAINTENANCE, INC., a CORPORATION (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 24, 2008, hereby agrees to provide services as described in the attached specifications for Landscape Maintenance – Antelope Valley (2008-PA036) in the Antelope Valley, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$60,508 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on October 6, 2008. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through D, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By Carole Suzuki for  
Deputy Michael  
moore

FAR EAST LANDSCAPE AND  
MAINTENANCE, INC.

By [Signature]  
Its President

Tony now  
Type or Print Name

By [Signature]  
Its Secretary

Tony now  
Type or Print Name

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On August 18, 2008 before me, Angelica Castañeda, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tony Moon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Angelica Castañeda  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Agreement For Landscape Maintenance - Antelope Valley

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## SCOPE OF WORK

LANDSCAPE MAINTENANCE WATERWORKS – ANTELOPE VALLEY  
(2008-PA036)A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Toby Taube of Waterworks Division, who may be contacted at (661) 400-3837, e-mail address: [ttaube@dpw.lacounty.gov](mailto:ttaube@dpw.lacounty.gov), Monday through Thursday (Friday), 8 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The facilities to be maintained under the provisions of this Contract are listed in Form PW-2, Schedule of Prices.

C. Work Description

Contractor shall perform the following work for each County facility at a frequency as specified in Form PW-2, Schedule of Prices, and as specified below:

## 1. Lawns

Contractor shall:

- a. Mow and edge lawns, weather permitting, to maintain a neat appearance. Cutting height shall be two to three inches high.
- b. Trim lawns adjacent to all walks, curbs, paving, headers, and shrub areas. Debris from this work shall be collected by Contractor and legally disposed of at an off-site location at the Contractor's expense.
- c. Seed all lawns once a year in the spring (March/April).
- d. Apply fertilizer twice yearly or as required to stimulate lawn growth. A nonburning commercial chemical fertilizer material shall be used at the rate of one pound of actual nitrogen per 1,000 square feet.
- e. As required, treat and control broadleaf weeds (*i.e.*, Dandelions) with safe and selective chemicals. Contractor shall apply chemicals to lawns as needed to control pest and disease infestations. Certain lawn weeds (*e.g.*, Bermuda grass and

Crabgrass) are not effectively controlled using selective chemicals. Infestations of grass weeds as stated shall be identified and eliminated. This work shall include spraying a complete clean-up chemical such as "Round-up" or the latest chemical used by industry standards. This work shall also include spraying the infested area, mechanical removal of the targeted weeds, and reseeding with desirable lawn seed.

- f. Reseed lawn areas which were mechanically damaged and/or are considered "dead patches" in order to maintain a full and even lawn.

## 2. Ground Cover and Shrubs

Contractor shall:

- a. Assure that all plants receive sufficient water to ensure healthy growth.
- b. Prune or trim ground covers neatly away from shrubs, trees, walks, walls, headers, etc., twice a month.
- c. Prune shrubs to maintain a natural shape and proper size as a continuous operation so plants will not develop stray or undesirable growth.
- d. Clean ground cover beds of all debris, leaves, branches, papers, bottles, etc.
- e. Replace dead, missing, and unhealthy looking ground cover plants to maintain full, even, and healthy looking planting beds. Plants shall not be replaced with different types unless there is consistency in design. Contractor shall furnish all labor, supervision, equipment, and general materials for this work.
- f. Regularly cultivate the open soil between plants where planting permits. Intruding weeds shall be removed by hand or controlled by chemical means.

## 3. Trees

Contractor shall:

- a. Apply fertilizer to trees twice a year as required to stimulate growth.
- b. Perform low branch and sucker removal as needed. Tree topping and thinning out are not included in this Contract.

- c. Twice annually have an International Society of Arboriculture (ISA) Certified Arborist conduct site visits to each facility covered by this Contract containing trees and provide a written report to Public Works. The first report shall be due two months after this Contract commences and every six months thereafter.

4. Inside Perimeter Block/Concrete Walls

Contractor shall clear all undesirable vegetation (weeds, etc.) that is growing up along the inside perimeter of block/concrete walls.

5. Concrete Areas

Contractor shall:

- a. Sweep all adjacent concrete areas (sidewalks, patios, etc.) clean of all leaves, grass, debris, and trash on each visit. Leaf blowers will be allowed.
- b. Collect all trash and debris and legally dispose of them at an off-site location at the Contractor's expense.

6. Pest Control

Contractor shall:

- a. Inspect all plant materials for insects and diseases. Chemical sprays shall be applied, if required, for insect and disease infestations such as aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
- b. Ensure that its personnel assigned to apply chemical sprays exercise the proper use of chemical controls, spray equipment, and keep material safety data sheets on site, and take any necessary prudent safety precautions. The Contractor shall comply with the requirements listed under Paragraph M of this Exhibit A, Scope of Work.

7. Irrigation System

Contractor shall:

- a. Ensure that its personnel inspect the irrigation systems for broken and clogged heads and malfunctioning or leaking valves.
- b. Replace or repair control valves and sprinkler heads due to normal wear and tear or damage caused by others at no extra charge to Public Works.

- c. Ensure that the programming of the automatic irrigation controller be performed by a Certified Irrigation Manager and/or auditor to provide lawns, trees, shrubs, and ground cover with adequate irrigation without waste.
  - d. Take specific care to keep irrigation run-off to a minimum.
  - e. Ensure that controller (clocks) are turn off during rainy weather, or high moisture periods where watering is not required.
  - f. Adjust the watering schedule during late fall, winter, and early spring months to midday's to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces such as sidewalks.
8. Inspection and Workmanship

Contractor shall:

- a. Ensure that all work is performed in a workmanlike manner to the satisfaction of the Contract Manager.
- b. Correct any unacceptable work at no additional cost. The correction of any unacceptable work shall be corrected by the Contractor within three days of notification by the Contract Manager.
- c. Provide adequate supervision for crew direction, surveillance and inspection of workmanship, and adherence to schedules by the crew(s) performing the work under this Contract.
- d. Assign the maintenance service at the facilities to an experienced landscape maintenance supervisor, along with experienced assistant(s), together with all the necessary materials, tools, and equipment for the complete performance of this work.
- e. Not perform work during inclement weather such that may destroy or damage ground cover or turf areas.
- f. Turn off irrigation clocks, check storm drains, and check for storm damage to the landscape on rainy days.
- g. Replace any plant material that dies due to Contractor's improper maintenance procedures up to a maximum 15 gallon size at no cost to Public Works. Damage to trees and other plant materials due to circumstances beyond the control of the Contractor will be remedied by Public Works or when requested by Public Works, the Contractor shall purchase the approved plants and Public Works will reimburse plants purchased provided the Contractor attaches

receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

9. As-Needed Additional Work or Services

If the Contractor or Public Works identifies additional services required at any of the facilities, Public Works will determine the necessity for any additional work.

In addition, the Contractor may be required to respond to requests received from Public Works, i.e., hydroseeding, xeriscaping, removal of illegally dumped material, or other additional services. The Contractor shall be paid at a County approved hourly rate based on applicable hourly wage rates listed in Form LW-8 with a mark up ranging from 15-50%, as approved by the County, for any additional work outside of the services required herein. The Contractor shall provide Public Works with a cost estimate outlining the number of hours required for the work. Public Works, at its sole discretion, may issue a Notice to Proceed to the Contractor for the additional work or as-needed services.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for consequential damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 6:30 a.m. to 3:30 p.m. time period, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

E. Utilities

The County will provide, at its own expense, water and electrical services for the operation of the Contractor's equipment. However, all temporary connections shall be made and removed by and at the Contractor's expense. Contractor shall provide all electrical cords, ladders, and other tools or equipment required in the performance of its duties.

F. Storage Facilities

The County will not provide storage facilities for the Contractor. The County will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment on (from) the jobsites.

G. Removal of Debris

All debris derived from these services shall be removed from Public Works' property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

When the Contractor identifies illegally dumped material in any of the County facilities, the Contractor shall notify the Contract Manager. Upon approval by the Contract Manager, the Contractor shall remove the illegally dumped material, and Public Works will pay the Contractor for dump fees for illegally dumped material only. The Contractor shall be responsible for all work and transportation required to remove and dispose of illegally dumped material. The Contractor shall submit dump tickets with invoices, whereupon Public Works will reimburse the Contractor for the cost of the illegally dumped disposal only. Materials earmarked to a landfill shall be delivered to an approved dumpsite

H. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

I. Responsibilities of the Contractor

Contractor shall:

1. Furnish all labor, materials. Tools, equipment, transportation, fertilizers, chemicals, and other items required to perform the landscape maintenance service as outlined.
2. Perform all services in accordance with accepted horticultural standards of quality and workmanship so as to maintain the landscape in the highest possible aesthetic condition.

3. Provide landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this service.
4. Proposer must possess a valid California-issued landscaping C-27 and any other licenses and/or certifications needed to perform landscaping services.

J. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

K. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

L. Work Schedule

1. Within ten working days of the award of this Contract, the Contractor shall provide the Contract Manager with a schedule indicating the days and times the Contractor's crew(s) will perform work at each location.
2. Contract Manager will review and may approve or modify the schedule prior to any work being done under this Contract. Any deviation from the approved schedule shall require the Contract Manager's authorization.
3. The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.

M. Use of Chemicals

1. All contract work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be applied by qualified personnel under the direction of a person possessing a valid California Certified Applicator's license. Contractor shall not spray any chemicals in detention basins.

2. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.
3. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.
4. Chemicals shall be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
5. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained by the Contractor in an active file for a minimum of three years. This requirement shall survive this Contract. The Contractor shall provide a chemical use report (site specific) with the monthly billing. This shall be in addition to the copy of the usage summary provided to the County Agricultural Commissioner's Office.

N. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

O. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to

waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
  - b. The parties are both experienced in the performance of the Contract work;
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
  - d. The parties are not under any compulsion to contract;
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, (Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT  
ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by

law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the

written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice; and
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

**D. Termination for Improper Consideration**

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

**E. Termination/Suspension for Insolvency**

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default or suspend this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County

are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

## SECTION 5

### INDEMNIFICATION AND INSURANCE REQUIREMENTS

#### A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

#### B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract;
  - b. Clearly evidence all coverage required in this Contract;
  - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
  - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
  - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating:** Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. **Notification of Incidents, Claims, or Suits:** Contractor shall report to County's Contract Manager:
  - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
  - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
  - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
  - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

**E. Compensation for County Costs**

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**F. Insurance Coverage Requirements for Subcontractors**

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Property Coverage: Such insurance shall be endorsed naming County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
  - a. Personal Property: Automobiles and Mobile Equipment - Special form (all risk) coverage for the actual cash value of County-owned or leased property.
  - b. Real Property and All Other Personal Property - Special form (all risk) coverage for the full replacement value of County-owned or leased property.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

**E. Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

**C. Contractor's Submittal of Certified Monitoring Reports**

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
  - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

#### H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

## SECTION 12

### PROPRIETARY CONSIDERATIONS

#### A. Ownership of County Materials

Contractor and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

#### B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

#### C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

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Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2007)

**Have You Told Your Employees About the Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

**How Will My Employees Know If They Can Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafe-la.org](http://www.babysafe-la.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grandlund Johnson, Secretary

Department of Social Services  
Rita Scheer, Director



Los Angeles County Board of Supervisors

Clara Molina, Supervisor, First District  
Wonne Bruchwitz-Burke, Supervisor, Second District  
Linda Chavez, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael O'Antonovich, Supervisor, Fifth District

This initiative is supported by the State of California and the City of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

---

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



Estado de California  
City Dials, Gobernador

Agencia de Salud y Servicios Humanos  
Health and Human Services Agency  
California Health Services

Departamento de Servicios Sociales  
Department of Social Services  
California Services Center



Consejo de Supervisores del Condado de Los Angeles

Gerardo Molina, Supervisor, Primer Distrito  
Walter Bernalillo, Supervisor, Segundo Distrito  
Richard Ramirez, Supervisor, Tercer Distrito  
Doris Marie, Supervisor, Cuarto Distrito  
Michael J. Pacheco, Supervisor, Quinto Distrito

Este folleto también está disponible por correo LA y INFO LINE de Los Angeles.

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

---

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**Far East  
Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395  
(818) 363-8972  
1-800-TURF-CARE

**-Quality Service-**

PROPOSAL TO PROVIDE  
GROUND/LANDSCAPE MAINTENANCE  
FOR LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC WORK  
PROPOSAL FOR LANDSCAPE SERVICES  
LANDSCAPE MAINTENANCE ANTELOPE VALLEY (2008-PA036)  
BY

FAR EAST LANDSCAPE AND MAINTENANCE  
P.O. Box 950351  
Mission Hills, California 91395  
(818) 363-8972  
1-800-TURF-CARE

TONY MOON, PRESIDENT

July 14, 2008

**ORIGINAL**

\*Licensed \*Bonded \*Insured

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**Far East  
Landscape & Maintenance Inc.**

**-Quality Service-**

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**LETTER OF TRANSMITTAL**

**Far East Landscape & Maintenance** has thoroughly read and thoroughly understands the specifications for Ground Maintenance as outlined on the request for proposals (RFP) for Grounds and landscape Maintenance for the Los Angeles DEPARTMENT OF PUBLIC WORKS

**Far East Landscape & Maintenance** is an aggressive and innovative company with over 24 years experience and now serving Los Angeles County Department of Health Services and Community Development Commission.

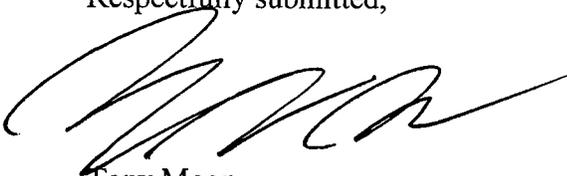
In order to assure quality service, we will recruit and train the employees necessary to carry out the contact. Our Field Supervisors would direct the work activities and evaluate the performance of each employee and would recommend the replacement of any employee should that be necessary.

The total operations of the business are handled by the owner and his very qualified staff. They rate the quality of the service at each account to assure that we maintain a high standard of service. The owner would then meet with the County's representative for an inspection of the facilities as required

In addition, **Far East Landscape & Maintenance** has all necessary employees and equipment to insure the job being done in a timely manner and to accommodate any emergencies that might arise beyond the regular scope of work.

We have 24-hour dispatch service for irrigation troubleshooting and repair.

Respectfully submitted,



Tony Moon

Owner

**Far East Landscape and Maintenance Inc.**



# State of California Secretary of State

S

07-518803

## STATEMENT OF INFORMATION (Domestic Stock Corporation)

**FEES (Filing and Disclosure): \$25.00.** If amendment, see instructions.

**IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

FAR EAST LANDSCAPE & MAINTENANCE, INC. 3028752

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

NOV 26 2007

This Space For Filing Use Only

**DUE DATE:**

**CALIFORNIA CORPORATE DISCLOSURE ACT** (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

**COMPLETE ADDRESSES FOR THE FOLLOWING** (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
27118 COLEBROOK PLACE	VALENCIA, CA	91354
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE ZIP CODE
		CA

**NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS** (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354
5. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354

**NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS** (The corporation must have at least one director. Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354
8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE

10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**AGENT FOR SERVICE OF PROCESS** (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

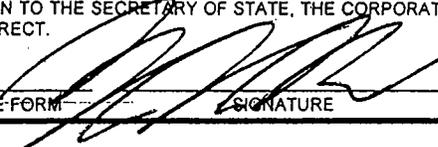
11. NAME OF AGENT FOR SERVICE OF PROCESS  
TONY JUN MOON

12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
27118 COLEBROOK PLACE	VALENCIA	CA	91354

**TYPE OF BUSINESS**

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
LANDSCAPE & MAINTENANCE

14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

TONY JUN MOON  CEO 11/14/2007  
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM SIGNATURE TITLE DATE

**Far East  
Landscape & Maintenance Inc.**

-Quality Service-

P.O. Box 950351, Mission Hills, CA 91395  
(818) 363-8972  
1-800-TURF-CARE

**Experience**

**Performance History**

**Proposer's Background and Experience**

**Far East Landscape & Maintenance** is an aggressive and innovative company with over 22 years of experience. We have served many other County sites including, but not limited to: El Monte Court Civic Center, Compton Civic Center, Van Nuys Civic Center, South Central Medians, Martin Luther King/Drew Medical Center, MTA Orange line, CDC Housing Authority and Olive View Medical Center.

**Far East Landscape & Maintenance** has all the necessary employees such as C-27 Contractor License, Los Angeles Agricultural Commission's Registration Permit, agricultural Pest /control business License, Pest Control advisors License(Category d & E ), qualified Applicators License(Category B), have an office located in Los Angeles County and equipment to insure that the job will be done in a timely manner. In addition we will accommodate any emergencies that might arise beyond the regular scope of work.

**Far East Landscape & Maintenance** definitely meets the Minimum Mandatory Requirements and will comply to the necessary requirements including: proposer is willing to consider hiring GAIN/GROW participants, proposer will comply with the County's Child Support Compliance Program, proposer certifies intent to comply with the County's Jury Service Program. In addition, we understand the policies outlined in the SOW. The proposer declares that **Far East Landscape & Maintenance**, not only meets the SOW requirements, but exceeds them.

**Far East  
Landscape & Maintenance Inc.**

**-Quality Service-**

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**WORK PLAN  
Supervision and Management**

Tony Moon, owner and head supervisor of Far East Landscape Services, will supervise all landscape maintenance projects for the Department of Public Works (DPW). In addition he has assigned Ismael Poez and Cesareo Evangelista as assistant supervisors to the landscape maintenance.

- ❖ Mr. Moon has over 22 years experience in landscape management in a variety of municipalities and private areas. He is *Certified by the Department of Pesticide Regulation, Certified by the Contractors State License Board (# 491593), and Certified in Agricultural Pest Control (# 6010229)*. Currently he is supervising projects such as the Olive View Medical Center, Martin Luther King Jr. Hospital and the MTA Rapid Transit Orange Line. **He will be overseeing the projects with the DPW**
- ❖ Ismael Poez has over 12 years experience in landscape services. He is currently supervising a project with the MTA Rapid Transit Orange Line.
- ❖ Cesareo Evangelista has over 14 years of experience. He is currently a supervisor for projects on the Olive View Medical Center, and the Martin Luther King Jr. Hospital.

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Mr. Moon, Mr. Poez, and Mr. Evangelista are authorized by Far East Landscape services to make any and all decisions regarding additional work. They can make immediate decisions on the job site regarding additional work, changing a work order or responding to any type of service request call.

**A. Daily/Weekly/Monthly Supervision**

1. Report to the DPW on daily and/or weekly basis if performing work for the DPW
2. Supervise the planting crew to maintain proper quality control.
3. Supervise the landscape maintenance contract.
4. Supervise irrigation repair and maintenance.
5. Report any injuries within one hour of occurrence
6. Respond immediately to any public complaints regarding the project upon notification or as directed by a county representative.

7. Final inspection of work to ensue after each work day. Assurance of proper clean-up, on a daily basis.
8. Maintain daily records of hours worked by each employee. In addition, daily records of work completed.
9. A Far East Landscape Services authorized representative will meet with a DPW representative to review each week's work. This will also serve as an opportunity to receive special instructions and to discuss any problems encountered on the job. In addition the Far East Landscape representative will inform the DPW representative of the following week's schedule.
10. Far East Landscape Services will notify DPW if there are any changes in the start date of each location at least 24 hours in advance. If Far East Landscape Services discontinues work for any reason, DPW will be notified immediately of the reason for the shut down and the restarting date of operations.

#### **B. Work Schedule**

1. Far East Landscape Services will start the planting, irrigation and landscape maintenance within five working days of award of contract or as directed by a DPW staff.
2. Far East Landscape Services will notify DPW of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours in advance.
3. Only one job site will be worked on at any given time unless specifically approved in advance by a DPW representative.
4. When notified by DPW of the award of contract, Far East Landscape Services will meet with a DPW representative to develop an initial schedule for work on a monthly basis, or as requested by the DPW Staff.

#### **C. Watering and Irrigation Systems Management**

1. Far East Landscaping is responsible for the automatic irrigation controllers. Far East Landscaping is responsible for the management of the irrigation system to control the amount of water given to different plants.
2. Far East Landscaping workers will inspect and clean all the filters twice a year.
3. If any filters are found to be worn out during and inspection, then Far East Landscaping will report these finding to a DPW representative.
4. Any missing valve box covers will be reported to a DPW representative by the end of each workday.
5. Far East Landscaping will repair or replace damaged bubbler heads. In addition, Far East Landscaping will clean or replace clogged bubbler heads.
6. Far East Landscaping will clean or replace clogged or damaged drip line emitters. In addition, broken drip lines will be repaired or replaced immediately.

7. DPW will be responsible for the inspection and certification of the mainline back flow devices.
8. The irrigation system will be under the supervision and management of Far East Landscape Services.
9. Far East Landscape Services will respond to requests from DPW pertaining to waterline breaks and other related emergencies that require the shut off of water or the irrigation system.

**D. Shrubbery Trimming and Care**

1. Far East landscaping will remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
2. Far East Landscaping will prevent the encroachment of shrubbery and /or tree and ground cover along curbs, roadways and sidewalks. Far East Landscape Service will maintain the roadway and sidewalks and routinely remove weeds and debris.
3. All cuts on shrubberies will be made sufficiently close and flush if possible to the parent stem so that healing can start. No stubs will be permitted.
4. Tree limbs that are 1.5 inches or greater in diameter will be undercut to prevent splitting.
5. Far East Landscaping will remove and dispose trees that are downed. Far East Landscaping will dig out stumps and fill the hole with grade soil.
6. Far East Landscaping trim shrubbery to restrict the growth of shrubbery onto adjacent roads, driveways and walkways to maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery, bushes, and hedges shall be kept trimmed to a maximum height of four feet or as directed by DPW.

**E. Trim and Care of Ground Cover**

1. Far East Landscaping will remove dead or diseased branches as they develop in the ground cover areas of the project.
2. Far East Landscaping will keep ground cover away from paved surfaces and street curbs.
3. Far East Landscaping will be trimmed to look natural and not sheared off.
4. Ground cover maintenance will be done on a routine basis and be kept in high standard.

**F. Litter Control**

1. Far East Landscaping will remove all types of trash and other undesirable materials and debris that are within the landscaping area.
2. Trash containers will be emptied every two weeks.
3. Litter control will be performed weekly.

**G. Weed Control**

1. Far East Landscaping will remove all types of weeds and keep them under control

2. Weeds will be removed by either hand or chemical weed control where necessary.

**Far East  
Landscape & Maintenance Inc.**

**-Quality Service-**

P.O. Box 950351, Mission Hills, CA 91395  
(818) 363-8972  
1-800-TURF-CARE

## **QUALITY CONTROL PLAN**

Our firm's main goal is to not only make the county facility presentable to the public, but aesthetically beautiful as well. We will do this by maintaining and servicing the given landscape area. Each crew will have a company vehicle that is equipped with all the necessary equipment. Our employees will familiarize themselves with the facility prior to servicing it by doing a pre-job walk with an DPW contract monitor, and a supervisor from our firm.

The irrigation system will have weekly inspection by our irrigation specialists, and any necessary repairs will be done promptly. Also, any deficiencies in the landscape area will be reported to the DPW monitor, in addition to any recommendations for the landscape area. Furthermore, scheduling issues will be settled with the DPW monitor, so that there will be a minimal amount of disruption to the building occupants and the general public.

We are dedicated to the service of working with the DPW. It is one of our top priorities. We feel that by working together we can make the Los Angeles area a more beautiful city.

### **A. Policies and Procedures**

#### **1. Right of Way**

- i. Far East Landscaping will comply with all federal, state and local laws.
- ii. Far East Landscaping will conduct all operations in regards to rights of ways.
- iii. Far East Landscaping will obtain permission from owners of other lands to enter upon their areas.
- iv. Far East Landscaping does not allow employees to use private property for any reason without the written permission of the owner and DPW.

#### **2. Safety Requirements**

- i. All applicable Cal/OSHA and Public safety requirements will be in effect for all employees.
- ii. Employees are required to wear safety equipment such as eye protection, gloves and headgear, etc.

- iii. Far East Landscaping Services will not tolerate inappropriate behavior such as horseplay. Each employee must conduct himself or herself professionally.
- iv. Employees are required to wear orange safety shirts or vests while working along streets.

**3. Drug Free Policy**

- i. Far East Landscaping is a drug free workplace.
- ii. Any type of substance abuse by employees will be grounds for penalties including termination

**4. Execution of Work**

- i. Far East Landscaping will work hard to complete all DPW contracts.
- ii. Far East Landscaping will provide the necessary crews and manpower to complete the projects to satisfaction.
- iii. In the case of a suspension, Far East Landscaping will comply with the best interest of DPW.

**B. Inspection Fundamentals**

**1. Project Safety Official**

- i. A Project Safety Official who is familiar with Illness and Injury Prevention will be designated by Far East Landscaping Services.
- ii. The Project Safety Official will serve to decrease the amount of safety hazard and will have the authority to shut down an operation if necessary.

**2. Inspection Sheets (See ATTACHED example 2)**

- i. An employee shall go out and inspect the grounds for further improvement.
- ii. A supervisor shall look in all notes on the inspection sheets to.
- iii. DPW will be notified prior to any further action taken

**3. Monthly/Bimonthly Maintenance Report**

- i. Maintenance schedules will be submitted prior to the start of the contract
- ii. Far East Landscaping will keep monthly maintenance reports that record all work and function performed by Far East Landscaping employees.
- iii. **See Attached Example 1**

**4. Certified Pesticide Advisor**

- i. Far East Landscaping will provide a Certified Pesticide Advisor.
- ii. The Advisor will make recommendations and assist DPW with any matter involving the use of pesticides and herbicides.
- iii. The Advisor must inspect thoroughly for any pests and maintain quality levels of the facility.

**5. Equipment on the Job Site**

- i. All equipment will be provided to Far East Landscape employees.
- ii. Employees are trained in the usage of all equipment.
- iii. Equipment is inspected daily.
- iv. All equipment must be inspected prior to usage

**C. Quality Control Documentation, Review, and Reporting**

**1. Documentation**

- i. Far East Landscape will keep a documentation of all complaints, or citing of unsatisfactory work.
- ii. Far East Landscaping will document all
- iii. Employees shall document all work done and all unfinished
- iv. Supervisors shall document all unruly behavior from employees and proceed with the necessary actions.

**2. Review**

- i. Supervisors will review the grounds extensively and thoroughly as not to leave anything amiss.
- ii. Employees shall use the reports to improve their daily work and stay on task of the work at hand
- iii. Supervisors will review together and take the next best fit action

**3. Reporting**

- i. Employees shall report of weekly progress reports to the supervisor who will then proceed to review the premises for necessary adjustments.
- ii. Supervisors shall report to each other and keep well informed of the current situation of the project.

**4. Labor**

- i. The pay scale is based upon the State of California, Prevailing Wage Rates.
- ii. Far East Landscaping is an equal opportunity employer.
- iii. Far East Landscaping is exempt from the Living Wage Program therefore paying \$9.00 an hour with pay increases with additional contracts over time.
- iv. Far East Landscaping keeps accurate records of payroll of each and every employee.
- v. Overtime hours are paid to employees working over 8 hours in a workday and over 40 hours in a workweek.
- vi. In the future if Far East Landscape must comply with the Living Wage Ordinance, then we will start paying \$11.84 and also notify the DPW immediately

**D. Emergency Phone Numbers**

Far East Landscape Services	Office	1-800-887-3227
	Fax	(661) 297-6282
Tony Moon, <i>President</i>	Home	(661) 297-0676
	Cell	(818) 412-8411
Ismiel Poez, <i>Supervisor</i>	Home	(818) 892-5138

Cesario Evangelista, *Supervisor*

Cell	(818) 205-7505
Home	(818) 362-8854
Cell	(818) 390-2653

Week Ending:

Foreman:

Santiago cortes

No.	Parcels	Day of weeks		A	B	C	D	E	F	G	H	I	J	K	L	M	N	Comments - Details	
		M	T																W
1	Central	M	T	W	Th	F													
2	Vermont	M	T	W	Th	F													
3	Wiltshire	M	T	W	Th	F													
4	San Vicente	M	T	W	Th	F													
5	Prairie	M	T	W	Th	F													
6	Mashattan	M	T	W	Th	F													
7	Marine	M	T	W	Th	F													
8	Hawthorn	M	T	W	Th	F													
9	Imperial	M	T	W	Th	F													
10	El Segundo	M	T	W	Th	F													
11	Aviation	M	T	W	Th	F													
12	Centilela	M	T	W	Th	F													
13	Crenshaw(Torrance)	M	T	W	Th	F													
14	Charlene	M	T	W	Th	F													
15	Rolling Hill	M	T	W	Th	F													
16	Compton	M	T	W	Th	F													
17	Redondo Beach	M	T	W	Th	F													
18	Vermont(88th. ST-120th. ST)	M	T	W	Th	F													

E X A M P L E  
 Attachment

DPW  
 Median  
 Maintenance Log  
 Far East Landscape.

# Far-East Landscape & Maintenance Inc.

P O Box 950351  
Mission Hills, CA. 91395  
1-800-887-3227  
Fax 661-297-6282

## INSPECTION REPORT

SCHEDULE  
FOLLOW-UP

BUILDING \_\_\_\_\_ SERVICE PROVIDER: \_\_\_\_\_  
INSPECTOR \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Employees must wear protective gear at all times. PERFORMANCE LEVEL

<u>MOWING</u>	<u>ACCEPTABLE</u>	<u>UNACCEPTABLE</u>	<u>COMMENTS</u>
Once per week	( )	( )	_____
Overall smooth surface appearance	( )	( )	_____
Walkways cleared of cut grass	( )	( )	_____
Grass no less than 3/4 inches or no higher than 1 1/2 inches	( )	( )	_____
<u>MECHANICAL EDGING</u>			
Every other week	( )	( )	_____
All turf edges neatly edged and no grass invasions in flower beds	( )	( )	_____
All turf edges neatly edged to a flat & uniform line by and/or around:	( )	( )	_____
• sidewalks	( )	( )	_____
• patios	( )	( )	_____
• driveways	( )	( )	_____
• shrub beds	( )	( )	_____
• flower beds	( )	( )	_____
• ground cover beds	( )	( )	_____
• around tree bases	( )	( )	_____
• sprinklers	( )	( )	_____
• valve boxes	( )	( )	_____
• meter boxes	( )	( )	_____
• backflow devices	( )	( )	_____
• other obstacles	( )	( )	_____
• ground cover	( )	( )	_____
<u>CHEMICAL EDGING</u>			
Once every 2 months April to September	( )	( )	_____
Once every 3 months October to March	( )	( )	_____
Application used around:	( )	( )	_____
• planters	( )	( )	_____
• trees	( )	( )	_____
• fence lines	( )	( )	_____
• sprinkler heads	( )	( )	_____
• areas adjacent to buildings	( )	( )	_____
• chemical application product is applied appropriately	( )	( )	_____
Maintain appropriate boundaries:			
• trees	( )	( )	_____
• trees and shrubs (18 in.)	( )	( )	_____
• beds and boundaries (12 in.)	( )	( )	_____
• sprinkler heads, valve boxes meter boxes, etc. (6 in.)	( )	( )	_____
• away from dripline of shrubs	( )	( )	_____

EXAMPLE  
Attachment FILE

# Far-East Landscape & Maintenance Inc.

P.O. Box 950351  
Mission Hills, CA. 91395  
1-800-887-3227  
Fax 661-297-6282

## INSPECTION REPORT

WATERING	PERFORMANCE LEVEL		COMMENTS
	ACCEPTABLE	UNACCEPTABLE	
No standing water	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate moisture provided to landscaped areas	<input type="checkbox"/>	<input type="checkbox"/>	
Irrigation system does not cause excessively wet or water logged areas	<input type="checkbox"/>	<input type="checkbox"/>	
Contractor operates and maintains system as follows:	<input type="checkbox"/>	<input type="checkbox"/>	
• cleans and adjusts system equipment	<input type="checkbox"/>	<input type="checkbox"/>	
• repairs all sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
• repairs all risers	<input type="checkbox"/>	<input type="checkbox"/>	
• repairs all swing joints to lateral lines	<input type="checkbox"/>	<input type="checkbox"/>	
• provides all 1/2 inch inlet sprinkler heads, all risers and swing joints due to vandalism, third party negligence, and normal wear	<input type="checkbox"/>	<input type="checkbox"/>	
• replacement equipment meets contract standard	<input type="checkbox"/>	<input type="checkbox"/>	
<u>USE OF CHEMICALS</u>			
Applied by licensed California Pest Control operator	<input type="checkbox"/>	<input type="checkbox"/>	
List of chemicals used provided	<input type="checkbox"/>	<input type="checkbox"/>	
Chemicals applied under safe conditions: i.e., no wind.	<input type="checkbox"/>	<input type="checkbox"/>	
<u>AERIFICATION</u>			
One time per year parkway/medians	<input type="checkbox"/>	<input type="checkbox"/>	
Two times per year: area around office buildings.	<input type="checkbox"/>	<input type="checkbox"/>	
Remove or pulverize turf	<input type="checkbox"/>	<input type="checkbox"/>	
<u>FERTILIZATION</u>			
Six times per year	<input type="checkbox"/>	<input type="checkbox"/>	
Applied per manufacture recommendation	<input type="checkbox"/>	<input type="checkbox"/>	
<u>IRRIGATION SYSTEM</u>			
Check weekly	<input type="checkbox"/>	<input type="checkbox"/>	
Flush lines every four months	<input type="checkbox"/>	<input type="checkbox"/>	
Replace sprinkler parts	<input type="checkbox"/>	<input type="checkbox"/>	
Repair irrigation system within 2 hours	<input type="checkbox"/>	<input type="checkbox"/>	
<u>SWEEPING/WASHING</u>			
Concrete areas and hard court surfaces like patios, ecc. are swept/washed	<input type="checkbox"/>	<input type="checkbox"/>	
<u>RODENT CONTROL</u>			
Area free of gophers, squirrels and other damaging pests	<input type="checkbox"/>	<input type="checkbox"/>	
<u>GENERAL OBSERVATION</u>			

EXAMPLE

# Far-East Landscape & Maintenance Inc.

P O Box 950351  
Mission Hills, CA 91395  
1-800-887-3227  
Fax 661-297-6282

## INSPECTION REPORT

<u>WEED CONTROL &amp; REMOVAL</u>	PERFORMANCE LEVEL		<u>COMMENTS</u>
	<u>ACCEPTABLE</u>	<u>UNACCEPTABLE</u>	
Remove all weeds from walkways, patios, parking lots, driveways, drainage areas, lawns, flower beds, planters	( )	( )	_____
Timely application of chemical or systemic weed treatment	( )	( )	_____
<u>LITTER CONTROL</u>			
Complete litter pick up. No debris within the landscaped areas including, but not limited to, walkways, sidewalks, between and around planted areas, planters, drain and catch basins	( )	( )	_____
Litter and debris are removed no later than the specified pick up time	( )	( )	_____
Contractor does not use on-site trash bins to store debris	( )	( )	_____
<u>KING</u>			
No accumulation of leaves on landscaped areas in:			
• flower beds	( )	( )	_____
• planters	( )	( )	_____
• turf areas	( )	( )	_____
• under trees	( )	( )	_____
• walkways	( )	( )	_____
• leaves are removed from site	( )	( )	_____
Hand held blowers at approved site only.			
<u>PRUNING &amp; TRIMMING OF TREES AND HEDGES</u>			
Quarterly or as needed			
Ground cover	( )	( )	_____
Tree clearance is twelve (12) feet high	( )	( )	_____
Tree trimmed away from roof, fence or obstacles, and private property	( )	( )	_____
Overall appearance of trees and shrubs is neat and meets contract standards	( )	( )	_____
New growth on trees is removed up to appropriate height	( )	( )	_____
All dead, diseased and unsightly trees and shrubs are removed	( )	( )	_____
All trees tied/staked per contract	( )	( )	_____
All dead, diseased and unsightly plants are removed	( )	( )	_____
No vines or runners not part of planned landscape design	( )	( )	_____

EXAMPLE

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

**Financial Stability**

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

**Licences and Certifications**



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



License Number **491593** Entity **INDIV**

Business Name **FAR EAST LANDSCAPE AND MAINTENANCE**

Classification(s) **C27 B**

Expiration Date **05/31/2010**



**DEPARTMENT OF PESTICIDE REGULATION**  
LICENSING/CERTIFICATION PROGRAM



**QUALIFIED APPLICATOR LICENSE**

**DATE OF ISSUE**

**01/01/2008**

**VALID THROUGH**

**12/31/2009**

**QAL 31306 Q**

**TONY J MOON**

**PO BOX 950351**

**MISSION HILLS CA 91395**

# International Society of Arboriculture Certified Arborist

*Randy A. Carpenter*

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Jim Skiera, Executive Director  
International Society of Arboriculture



WE-3728A      Jan 17, 1998      Jun 30, 2010  
Certification Number      Certified Since      Expiration Date

# County of Los Angeles

No. 8000019

## AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2008

Name: FAR EAST LANDSCAPE MAINTENANCE 661-297-0918 (TELEPHONE)

Address: 27118 COLEBROOK PLACE VALENCIA CA 91354-2419  
(STREET) (CITY) (STATE) (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- |  |   |
|--|---|
| <input type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture   |
| <input type="checkbox"/> (B) Landscape Maintenance                     | <input type="checkbox"/> (J) Demonstration and Research   |
| <input type="checkbox"/> (C) Right-of-Way                              | <input type="checkbox"/> (K) Health Related   |
| <input type="checkbox"/> (D) Plant Agriculture                         | <input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C)                              |
| <input type="checkbox"/> (E) Forest                                    | <input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input type="checkbox"/> (F) Aquatic                                   | <input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A)                               |
| <input type="checkbox"/> (G) Regulatory                                | <input type="checkbox"/> (O) Maintenance Gardener   |
| <input type="checkbox"/> (H) Seed Treatment                            |   |

Agricultural Commissioner/Director of Weights and Measures  
County of Los Angeles  
Date: November 19, 2007

Maintenance Gardener  
State Business License No. 21646-00000

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

**Insurance**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SY  
FAREA-0

DATE (MM/DD/YYYY)  
07/01/08

**PRODUCER**  
Barlocker Ins. Svs. - W. H.  
License #0580438  
21051 Warner Center, Ste. 120  
Woodland Hills CA 91367  
Phone: 818-593-7001 Fax: 818-593-7007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Far East Landscape & Maintenance  
27118 Colebrook  
Valencia CA 91354

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	24198
INSURER B: Endurance WC Insurance Company	11551
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP8030995	06/18/08	06/18/09	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CBP8030995	06/18/08	06/18/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WEN100197602	01/15/08	01/15/09	WC STATU-TORY LIMITS	
					E.L. EACH ACCIDENT	\$ 1000000
					E.L. DISEASE - EA EMPLOYEE	\$ 1000000
A	<b>OTHER</b> Property Section	CBP8030995	06/18/08	06/18/09	E.L. DISEASE - POLICY LIMIT	\$ 1000000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as an additional insured with respect to General Liability only.

\*10 day notice of cancellation in the event of non-payment of premium.

### CERTIFICATE HOLDER

TROPI04

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Sherry Marshall

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

**Recording keeping**

# WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

FORM LW-9

## INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.  
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>1. TRACKING HOURS WORKED</b></p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p style="text-align: center;">" See ATTACHMENT 1 "</p>

<p>QUESTION</p>	<p>RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.</p>
<p><b>2. REPORTING TIME</b></p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	
<p><b>3. RECORDS OF ACTUAL TIME WORKED</b></p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <b><u>ATTACH ACTUAL COPIES OF THESE RECORDS</u></b> <b><u>(Please blank out any personal information).</u></b></p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</b></p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	
<p><b>5. BREAKS</b></p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>6. HOW PAYROLL IS PREPARED</b></p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	

<p><b>QUESTION</b></p>	<p><b>RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.</b></p>
<p><b>7. MANUAL PAYROLL SYSTEM</b></p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	
<p><b>8. AUTOMATED PAYROLL SYSTEM</b></p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p><b>9. TRAVEL TIME</b></p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	
<p><b>10. OVERTIME</b></p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	

DATED: 7/15/08

PROPOSER'S SIGNATURE:



## **Wage and hour record keeping for living wage contracts**

### **1. Tracking hours worked**

1.1. The employees report for work at a central site and move from job site to job site. They clock in for work as soon as they arrive at the central site. Thus, their shift technically starts when they arrive at the central site.

1.2. At central office site.

1.3 Employees clock in their time on the sign in sheet at the central office site.

### **2. Reporting time**

The firm knows that employees reported for work by way of sign in sheets.

### **3. Record of actual time worked**

3.1. Employees are required to sign a time-in/time-out sheet, in addition to a payroll record card.

3.2. Sign a time-in/time-out sheet.

3.3. Daily.

3.4. Employee turn in sign in sheet at end of day and supervisor check a sign in sheet..

3.5. This is done in conjunction with a supervisor who daily checks the records for accuracy.

3.6 These records are then put into a file cabinet for safe keeping because they are used as source documents to create the firm's payroll. (Copy of a sample payroll record attached)

3.7 Yes

3.8 Copy of sign in sheet

**4. N/A. The records from Sub-paragraph "3" are used to create the payroll.**

### **5. Breaks**

5.1. Our firm does not make records of breaks and meal breaks because the employees take breaks whenever they need.

5.2. They usually take ten minute breaks every two hours and are given a lunch break everyday.

5.3. They track their own breaks in accordance with the supervisor.

### **6. How payroll is prepared**

6.1. Employees are paid with a computer generated check that includes regular hours worked and overtime hours worked. Information that is provided on the check include: deductions, overtime hours, gross pay, net pay, social security number, and hourly wages.

6.2. Automated check (Computer generate check)

6.3. Single check.

6.4. Information that is provided on the check include: deductions, overtime hours, gross pay, net pay, social security number, and hourly wages

6.5. Copy of check and check stub attached.

### **7. Manual payroll system**

7.1. N/A. Our firm does not use a manual payroll system.

7.2. No Multiple wage system.

### **8. Automated payroll system.**

8.1. The number of hours is entered into the computer for each employee, and the wages are automatically calculated.

8.2. N/A

8.3. Yes, Calculation embedded in the software program.

**9 Travel time**

9.1. Travel time is paid equally as working time.

9.2. Same rate as working rate.

9.3 Full time employees working under county contract will working full 8 hour working under county facilities therefore do not have multiple wage rates.

**10. Overtime.**

10.1 Any working and traveling hours over 8 hour's day are considered overtime.

10.2 N/A

DATED: 7/15/08 PROPOSER'S SIGNATURE:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, written over a horizontal line.

EMPLOYER Far East Landscape & Maintenance Inc.		
EMPLOYEE'S NAME [REDACTED] ejandre		
EMPLOYEE'S ADDRESS		
EMP SSN 8083	HIRE DATE	PAY PERIOD ENDING 07/04/08
BIRTHDAY OF UNDER 18	DISCHARGE DATE	OCCUPATION

DATE	IN	OUT	IN	OUT	IN	OUT	TOTAL DAILY HOURS	MEALS EATEN	D
S									
M	6:15			2:45			8		
Tu	7:02			3:30			8		
W	7:11			3:45			8		
Th	7:05			3:30			8		
Fri	7:13			3:45			8		
Sat									
TOTAL HOURS		40	REG HOURS		40	GROSS PAY		10.00	
WEEK END HOURS		5	OVERTIME		0	OVERTIME PAY		15.00	
SALARY IS PAID ON THE WEEKLY OR MONTHLY BASIS									
REMUNERATION OTHER THAN CASH (ROOM BOARD TRIP ETC)									
GROSS EARNINGS									
FEDERAL WITHHOLDING TAX									
MEDICARE TAX									
SOCIAL SECURITY TAX									
STATE WITHHOLDING TAX									
STATE DISABILITY INSURANCE									
FEDERAL INS CONTRIBUTION ACT									
TOTAL DEDUCTIONS									
NET EARNINGS									
LESS REMUNERATION OTHER THAN CASH									
<input type="checkbox"/> BY CASH <input type="checkbox"/> BY CHECK NO. _____ <input type="checkbox"/> NET PAY THIS PERIOD									

I HEREBY CERTIFY THAT THE TIME SHOWN ABOVE IS CORRECT

EMPLOYEE'S SIGNATURE Jeffrey No. Cristobal      DATE 07/11/08

Form D4740

BANK OF AMERICA  
10300 SEPULVEDA BOULEVARD  
MISSION HILLS, CA 91345

10334

10-00-100-  
22.

FAR EAST  
LANDSCAPE & MAINTENANCE INC.  
1-800-TURF CARE (887-3227)  
PO BOX 950351  
MISSION HILLS, CA 91395

7/11/2008

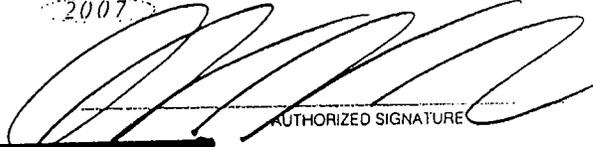
PAY TO THE  
ORDER OF [Redacted] Alejandro

\$ \*\*366.20

Three Hundred Sixty-Six and 20/100\*\*\*\*\* DOLLARS

[Redacted] Alejandro  
Arleta, CA 91331

Customer Since  
2007



AUTHORIZED SIGNATURE

MEMO

06/28/2008 - 07/04/2008 Pay Period

⑈010334⑈ [Redacted]

FAR EAST LANDSCAPE & MAINTENANCE INC.

10334

[Redacted] Alejandro  
[Redacted] Arleta, CA 91331

\*\*\*-\*\*-8083

Hourly Wages (40@\$10.00)  
Social Security Employee  
Medicare Employee  
CA - Disability Employee

7/11/2008  
400.00  
-24.80  
-5.80  
-3.20

YTD  
10,780.00  
-668.36  
-156.31  
-86.24

Far-East Landscape and Maintenance Inc.  
P.O. Box 950351  
Mission Hills, CA 91395

06/28/2008 - 07/04/2008 Pay Period

366.20

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

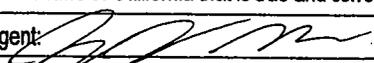
P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

**Form List**

VERIFICATION OF PROPOSAL

DATE: 7/17, 2008		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: Far East Landscape and Maintenance			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Tony Moon			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: president			
PROPOSER INFORMATION			
6. Proposer's full legal name: Tony Moon		Telephone No.: 661-297-0918	
Address: 27118 Colebrook Pl Valencia Ca 91354		Fax No.: 661-297-6282	
e-mail: fareastmoon@aol.com	County WebVen No.: 05188101	IRS No.: 26-1409381	Business License No.: 000021336-0001-1
7. Proposer's fictitious business name(s) or dba(s) (if any): Far East Landscape and Maintenance Inc.			
County(s) of Registration: (LA county)		State: CA	Year(s) became DBA: 1988
8. The Proposer's form of business entity is (CHECK ONLY ONE): Corporation - S			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 27118 Colebrook Pl Valencia Ca 91354		
	State of incorporation: CA		Year incorporated: 2
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Tony Moon	Title president	Phone 661-297-0918	Fax 661-297-6282
Street 27118 Colebrook Pl	City Valencia	State CA	Zip 91354
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Name(s): _____		If yes, please list the other name(s):	
Name(s): _____		Year of name change: _____	
		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:			
<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;			
OR			
<input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 7/17/08
Type name and title: Tony Moon president			

## SCHEDULE OF PRICES

FOR

## LANDSCAPE MAINTENANCE WATERWORKS – ANTELOPE VALLEY (2008-PA036)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, replacement of any plant material that dies due to Contractor's improper maintenance procedures up to a maximum 15 gallon size at no cost, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (price per month) quoted, if any, will apply to the actual quantities, whatever they may be.

**ITEM A** Weekly maintenance of lawns, ground cover and shrubs, trees, weed control, debris removal, and irrigation systems, as specified in Exhibit A, Scope of Work, for the following locations:

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
A.1	North Maintenance Office 260 East Avenue K-8 Lancaster, CA 93534	12	\$ <u>660</u>	\$ <u>7,920</u>
A.2	(Lawn only) 1701 West Avenue H-8 Lancaster, CA 93534	12	\$ <u>350</u>	\$ <u>4,200</u>
A.3	(Lawn only) 43205 North Division Street Lancaster, CA 93534	12	\$ <u>315</u>	\$ <u>3,780</u>
A.4	(Lawn only) 44205 North 15th Street Lancaster, CA 93534	12	\$ <u>315</u>	\$ <u>3,780</u>
A.5	(Lawn only) 44349 North Beech Avenue Lancaster, CA 93534	12	\$ <u>325</u>	\$ <u>3,900</u>
A.6	(Lawn only) 741 West Avenue M Lancaster, CA 93534	12	\$ <u>335</u>	\$ <u>4,020</u>
<b>SUBTOTAL ITEM A</b>				\$ <u>27,600</u>

**ITEM B** Bi-monthly (every two months) maintenance of ground cover and shrubs, trees, weed control, debris removal, and irrigation systems, as specified in Exhibit A, Scope of Work, for the following locations:

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.1	41956 5th Street East @ Avenue M Lancaster, CA 93534	6	\$ <u>50</u>	\$ <u>300</u>
B.2	41610 75th Street West @ Avenue M-8 Palmdale, CA 93536	6	\$ <u>50</u>	\$ <u>300</u>
B.3	McEnnery Pump Station 34330 Desert Road (Up Desert Road) Acton, CA 93510	6	\$ <u>60</u>	\$ <u>360</u>
B.4	(Inside and around outside fenced area around the facility.) 419 West Avenue J Lancaster, CA	6	\$ <u>80</u>	\$ <u>480</u>
B.5	(Around Entire Fence) Buttes Tank Site 39750 North 163rd Street East Palmdale, CA 93551	6	\$ <u>55</u>	\$ <u>330</u>
B.6	(Interior yard) 1701 West Avenue H-8 Lancaster, CA 93534	6	\$ <u>55</u>	\$ <u>330</u>
B.7	(Interior yard) 43325 North Division Street Lancaster, CA 93534	6	\$ <u>55</u>	\$ <u>330</u>
B.8	(Interior yard) 43205 North Division Street Lancaster, CA 93534	6	\$ <u>60</u>	\$ <u>360</u>
B.9	(Interior yard) 44205 North 15th Street (East or West) Lancaster, CA 93534	6	\$ <u>50</u>	\$ <u>300</u>
B.10	(Interior yard) 44349 North Beech Avenue Lancaster, CA 93534	6	\$ <u>45</u>	\$ <u>270</u>

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.11	(The west lot that adjoins the existing site and outside the fence area) 741 West Avenue M Lancaster, CA 93534	6	\$ <u>65</u>	\$ <u>390</u>
B.12	Centennial Pump Station (Includes outside landscape & fenced well site behind) 1248 West Avenue H Lancaster, CA 93536	6	\$ <u>65</u>	\$ <u>390</u>
B.13	((Includes outside landscape) Well 4-51 45938 North 15th Street West Lancaster, CA 93534	6	\$ <u>85</u>	\$ <u>510</u>
B.14	44836 North 27th Street West (Plus Yard to North) Lancaster, CA 93534	6	\$ <u>95</u>	\$ <u>570</u>
B.15	16856 East Avenue G Lancaster, CA 93535	6	\$ <u>65</u>	\$ <u>390</u>
B.16	44550 North 175th Street (East or West) (North of Road Yard) Lancaster, CA 93535	6	\$ <u>75</u>	\$ <u>450</u>
B.17	Well 24-4 36048 North 116th Street East Pearblossom, CA 93553	6	\$ <u>75</u>	\$ <u>450</u>
B.18	Well 27-2 8955 East Avenue U Littlerock, CA 93543	6	\$ <u>75</u>	\$ <u>450</u>
B.19.	Well 27-3 9551 East Avenue U Littlerock, CA 93543	6	\$ <u>75</u>	\$ <u>450</u>
B.20	(West lot that adjoins the existing site and outside fence area.) 741 West Avenue M Lancaster, CA	6	\$ <u>125</u>	\$ <u>750</u>
B.21	106th & Avenue T Well & Pump Station 10555 East Avenue T Littlerock, CA 93543	6	\$ <u>75</u>	\$ <u>450</u>

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.22	37955 North 110th Street East (110th Street & Avenue R) Littlerock, CA 93543	6	\$ <u>75</u>	\$ <u>450-</u>
B.23	1054 West Avenue P (10th Street & Avenue P) Palmdale, CA 93551	6	\$ <u>65</u>	\$ <u>390</u>
B.24	38601 North Tierra Subida Palmdale, CA 93551	6	\$ <u>75</u>	\$ <u>450</u>
B.25	2542 East Avenue E-12 Lancaster, CA 93534	6	\$ <u>75</u>	\$ <u>450</u>
B.26	3510 East Avenue J-8 Lancaster, CA 93534	6	\$ <u>75</u>	\$ <u>450</u>
B.27	44552 27th Street East Lancaster, CA 93534	6	\$ <u>75</u>	\$ <u>450</u>
B.28	43205 North 5th Street West Lancaster, CA 93534	6	\$ <u>75</u>	\$ <u>450</u>
B.29	44861 North 5th Street West Lancaster, CA 93534	6	\$ <u>75</u>	\$ <u>450</u>
B.30	8820 Nugent Street Lancaster, CA 93534	6	\$ <u>75</u>	\$ <u>450</u>
B.31	43808 North 50th Street West (Plus Area in rear) Lancaster, CA 93536	6	\$ <u>75</u>	\$ <u>450</u>
B.32	42158 North 60th Street West Lancaster, CA 93536	6	\$ <u>75-</u>	\$ <u>450</u>
B.33	41341 North 60th Street West Lancaster, CA 93536	6	\$ <u>75</u>	\$ <u>450</u>
B.34	3310 West Avenue K Lancaster, CA 93536	6	\$ <u>75</u>	\$ <u>450-</u>
B.35	38501 North Tierra Subida Palmdale, CA 93551	6	\$ <u>75</u>	\$ <u>450-</u>
B.36	38301 North Tierra Subida Palmdale, CA 93551	6	\$ <u>75</u>	\$ <u>450.</u>

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.37	40163 North Division Palmdale, CA 93551	6	\$ <u>75</u>	\$ <u>450</u>
B.38	3002 West Avenue P-12 Palmdale, CA 93551	6	\$ <u>75</u>	\$ <u>450-</u>
B.39	3318 West Soledad Canyon Acton, CA 93510	6	\$ <u>85</u>	\$ <u>510</u>
B.40	33025 North Crown Valley Road Acton, CA 93510	6	\$ <u>85</u>	\$ <u>510</u>
B.41	525 West Forest View Road (Vincent/14 Freeway) Acton, CA 93519	6	\$ <u>90</u>	\$ <u>540</u>
B.42	41000 North 172nd Street East (Entire Lot) Lancaster, CA 93535	6	\$ <u>95</u>	\$ <u>570</u>
B.43	40590 North 177th Street East (Entire Lot) Lancaster, CA 93535	6	\$ <u>95</u>	\$ <u>570</u>
B.44	16511 East Coolwater (165th Street & Avenue O) Palmdale, CA 93551	6	\$ <u>90</u>	\$ <u>540-</u>
B.45	32031 North Valyermo Road (Big Rock & Creek Aqueduct) Pearblossom, CA 93553	6	\$ <u>95</u>	\$ <u>570-</u>
B.46	Wayside Honor Rancho (North Corner of Parking Lot) Castaic, CA 91384	6	\$ <u>95</u>	\$ <u>570-</u>
B.47	116th Street Tank Site 33820 North 116th Street East (South. of Pearblossom Highway) Pearblossom, CA 93553	6	\$ <u>90</u>	\$ <u>540</u>
B.48	Acton North Tank Site 1707 West Sierra Highway Acton, CA 93510	6	\$ <u>90</u>	\$ <u>540</u>
B.49	Acton South Tank Site 2773 West Sacramento Avenue Acton, CA 93510	6	\$ <u>95</u>	\$ <u>570-</u>

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.50	Acton 37-3 30500 Arrastre Canyon (Inside Rehab. Camp) Acton, CA 93510	6	\$ <u>90</u>	\$ <u>540</u>
B.51	Acton 37-4 30500 Arrastre Canyon (Outside Rehab. Camp) Acton, CA 93519	6	\$ <u>90</u>	\$ <u>540</u>
B.52	Well 24-5 36201 North 116th Street East Pearblossom, CA 93553	6	\$ <u>90</u>	\$ <u>540</u>
B.53	116 <sup>th</sup> Street Pump Station (2914) 35446 North 116th Street East Pearblossom, CA 93543	6	\$ <u>90</u>	\$ <u>540</u>
B.54	35-2 Pump Station 41847 North 170th Street East Lake Los Angeles, CA 93535	6	\$ <u>85</u>	\$ <u>510</u>
B.55	Rancho Vista Tank Site 40400 Gemelos Court Palmdale, CA 96551	6	\$ <u>75</u>	\$ <u>450</u>
B.56	Fort Tejon Tank Site 125th Street East & Y-8 Pearblossom, CA 93553	6	\$ <u>75</u>	\$ <u>450</u>
B.57	45548 North Division Street Division/Avenue H-8 Lancaster, CA 93535	6	\$ <u>85</u>	\$ <u>510</u>
B.58	(Inside fenced area) 44751 Trevor Avenue Lancaster, CA	6	\$ <u>75</u>	\$ <u>450</u>
B.59	(Inside of fenced area)  45580 North 5th Street East (Corner of H-8 & 5th Street East) Lancaster, CA	6	\$ <u>85</u>	\$ <u>510</u>
B.60	2710 Elizabeth Lake Road Palmdale, CA	6	\$ <u>95</u>	\$ <u>570</u>

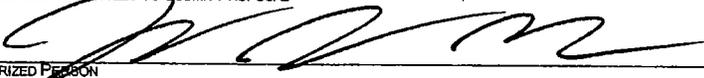
ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.61	(Inside and outside weed control) Ana Verde Pump Station 2700 Moonwort Terrace Palmdale, CA	6	\$ <u>120</u>	\$ <u>720</u>
B.62	(Vacant lot) H-13 site 702 1/2 West Avenue H-13 Lancaster, CA	6	\$ <u>120</u>	\$ <u>720</u>
<b>SUBTOTAL ITEM B</b>				\$ <u>29,280</u>

**ITEM C**     Semi-annual (once every six months) maintenance of ground cover and shrubs, trees, weed control, debris removal, and irrigation systems, as specified in Exhibit A, Scope of Work, for the following locations:

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 2)
C.1	Reservoir Site at the end of San . Martinez Road in Val Verde Castaic, CA 91384	2	\$ <u>250-</u>	\$ <u>500</u>
C.2	29552 Hasley Canyon Road Castaic, CA 91384	2	\$ <u>240</u>	\$ <u>480</u>
C.3	Hasley Tank Site 31400 Ramero Canyon Road Castaic, CA 91384	2	\$ <u>315</u>	\$ <u>630</u>
C.4	Trevor and Milling Site 44751 North Trevor Avenue Lancaster, CA 93534	2	\$ <u>145</u>	\$ <u>290</u>
C.5	Well 4-31 Site 43000 North 7th Street East (Corner of 7th Street W. & 7th Street E.) Lancaster, CA 93534 (Includes 3-foot area around chain linked facilities)	2	\$ <u>155</u>	\$ <u>310</u>
C.6	McEnnery Tank Site End of McEnnery Road (Up Desert Road) Acton, CA 93510	2	\$ <u>144</u>	\$ <u>288</u>

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 2)
C.7	(Lawn only) 43325 North Division Street Lancaster, CA 93534	2	\$ <u>325</u>	\$ <u>650-</u>
C.8	(27 Tank Site) Fort Tejon & 90th East Littlerock, CA 93543	2	\$ <u>240</u>	\$ <u>480</u>
<b>SUBTOTAL ITEM C</b>				\$ <u>3,628</u>

<b>SUBTOTAL ITEM A</b>			\$ <u>27,600</u>
<b>SUBTOTAL ITEM B</b>			\$ <u>29,280</u>
<b>SUBTOTAL ITEM C</b>			\$ <u>3,628</u>
<b>TOTAL PROPOSED ANNUAL PRICE</b>			\$ <u>60,508</u>

LEGAL NAME OF PROPOSER <i>Far East Landscape and Maintenance Inc.</i>			
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 			
TITLE OF AUTHORIZED PERSON <i>president</i>			
DATE <i>7/22/08</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>491593</i>	LICENSE TYPE <i>C-27</i>	
PROPOSER'S ADDRESS: <i>P O Box 950351 Mission Hills Ca 91395</i>			
PHONE <i>661-297-0918</i>	FACSIMILE <i>661-297-6282</i>	E-MAIL <i>fareastmow1@Yahoo.com</i>	

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <i>Far East Landscape and Maintenance Inc.</i>		
Company Address: <i>27118 Colebrook pl</i>		
City: <i>Valencia</i>	State: <i>CA</i>	Zip Code: <i>91354</i>
Telephone Number: <i>661-297-0918</i>		
(Type of Goods or Services): <i>Landscape Maintenance</i>		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.  
  
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.  
  
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
  
- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: <i>Tony Moran</i>	Title: <i>President</i>
Signature: 	Date: <i>7/17/08</i>

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

PROPOSED CONTRACT FOR: Far East Landscape and Maintenance  
 SERVICE BY PROPOSER: Landscape Maintenance  
 PROPOSAL DATE: 7/17/08

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	6	4	5	7	6	28	7
2. Total dollar amount of Contracts (in thousands of dollars).	239,247	319,465	697,418	1,307,416	982,718	3,546,264	358,128
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

TONY MOON  Date 7/17/08

Name of Proposer or Authorized Agent (print)

Date

CONFLICT OF INTEREST CERTIFICATION

I, Tony Moon

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) \_\_\_\_\_

of Far East Landscape and Maintenance Inc.  
Name of proposer

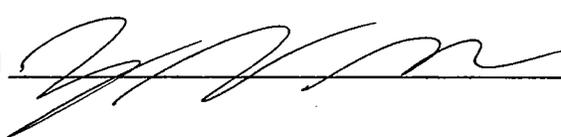
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed 

Date 7/17/08

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Far East Landscape and Maintenance Inc.

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: <u>Landscape Maintenance</u>	SERVICE DATES: <u>04-09</u>
DEPT/DISTRICT: <u>LA Dept. of Health Services</u>	
CONTACT: <u>Dexter Green</u>	
TELEPHONE: <u>310-668-5096</u>	
FAX: <u>310-762-2041</u>	
E-MAIL:	

SERVICE: <u>Landscape Maintenance</u>	SERVICE DATES: <u>04-09</u>
DEPT/DISTRICT: <u>LA Dept of Health Services</u>	
CONTACT: <u>Luther Wortham</u>	
TELEPHONE: <u>818-364-3325</u>	
FAX: <u>818-364-3340</u>	
E-MAIL: <u>lwortham@LAdhs.org</u>	

SERVICE: <u>Landscape Maintenance</u>	SERVICE DATES: <u>04-09</u>
DEPT/DISTRICT: <u>LA Dept of Health Services</u>	
CONTACT: <u>Jose Lerma</u>	
TELEPHONE: <u>323-890-8621</u>	
FAX: <u>323-890-8623</u>	
E-MAIL:	

SERVICE: <u>Landscape Maintenance</u>	SERVICE DATES: <u>07-10</u>
DEPT/DISTRICT: <u>Community Development Commission</u>	
CONTACT: <u>Dianne Snow</u>	
TELEPHONE: <u>323-260-2183</u>	
FAX: <u>323-261-6803</u>	
E-MAIL: <u>Dianne.snow@lacdc.org</u>	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: <u>Landscape Maintenance</u>	SERVICE DATES: <u>01-06</u>
AGENCY/FIRM: <u>I.S.D</u>	
ADDRESS:	
CONTACT: <u>Ralph Manning</u>	
TELEPHONE: <u>1-562-400-6532</u>	
FAX: <u>1-562-803-9711</u>	
E-MAIL: <u>Ralph.M@ISD.co.la.ca.us</u>	

SERVICE: <u>Landscape Maintenance</u>	SERVICE DATES: <u>08-10</u>
AGENCY/FIRM: <u>Safety Property Management Co.</u>	
ADDRESS:	
CONTACT: <u>Hana Wysocki</u>	
TELEPHONE: <u>818-885-7883 ex 18</u>	
FAX: <u>818-885-7661</u>	
E-MAIL:	

SERVICE: <u>Landscape Maintenance</u>	SERVICE DATES: <u>03-06</u>
AGENCY/FIRM: <u>Metro Transportation Authority</u>	
ADDRESS: <u>Orange Line</u>	
CONTACT: <u>Chris Liban</u>	
TELEPHONE: <u>213-922-2471</u>	
FAX: <u>213-922-6875</u>	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

## **Far East**

### **Landscape & Maintenance Co.**

-Quality Service-

P.O. Box 950351, Mission Hills, CA 91395  
(818) 363-8972  
1-800-TURF-CARE

#### **Proposer's Job history**

##### **County Development commission**

1988-1991 Harbor Hills Housing  
1988-1991 Nueva Mara villa Housing

##### **Internal Service Department**

1989-1994 Malibu Civic Center  
1994-1999 Long Beach Civic Center  
1999-12004 Antelope Valley Civic Center  
1999-2004 Santa Clarita Civic Center  
2000-2005 La Civic Center \$  
2000-2005 Van Nuys Civic Center  
2000-2005 Pomona Civic Center

##### **Department of Public Work**

1983-1988 Willowbrook Median  
1996-2000 Sewer maintenance on Malibu area  
2002-2006 E La median

##### **Department of Probation**

1998-2002 Various Youth Camp.

##### **Department of Health Services**

1998-2008 Department headquarter  
2003-2008 Olive View UCLA Medical Center  
2003-2008 Martin Luther Medical Center

##### **Department of Children and Family**

1994-2004 Maclaren Children's Center

Job description on all above facilities but not limited to: Mowing and edging on lawn area, hedge trimming and pruning, weed control,

litter control, irrigation management and annual tree trimming on all above facilities.

**Hollywood Beautification Team**

1997-1999 Hollywood Boulevard

Job description on above boulevard but not limited to: annual tree trimming on Hollywood Blvd.

**Metro Transportation Authority**

2005-2007 San Fernando Rapid Transit Orange line

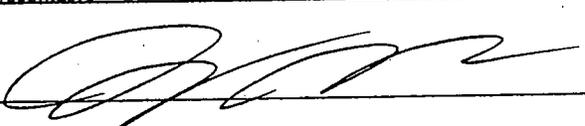
Job description on above location but not limited to: Plants and trees management as well as irrigation management on Orange rapid bus transit line located at San Fernando (14 miles long)

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Far East Landscape and Maintenance
Address	27118 Colebrook Pl Valencia, Ca 91354
Internal Revenue Service Employer Identification Number	95-4366541

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Far East Landscape and Maintenance	
Authorized representative	TONY MOON	
Signature		Date
		7/17/08



All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Far East Landscape and Maintenance

My County (WebVen) Vendor Number: 05188101

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole  Partnership  Corporation  Nonprofit  Franchise

Other (Please Specify):

Total Number of Employees (including owners): 20

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Self	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1		17	
Asian or Pacific Islander	1			1		
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
MTA	X		X		12/09
State of California	X				01/08

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: [Signature] Title: OWNER Date: 7/17/08



# PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 \* PO Box 989052  
West Sacramento, California 95798-9052 \* (800) 559-5529

FAR-EAST LANDSCAPE  
(818) 363-8972

SB APP 20070201

February 1, 2007

REF# 0022599  
FAR-EAST LANDSCAPE AND MAINTENANCE  
P O BOX 950351  
MISSION HILLS CA 91395

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

### Certification period

Your certification period for each business type is:

Industry

CONSTRUCTION

### Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

### Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

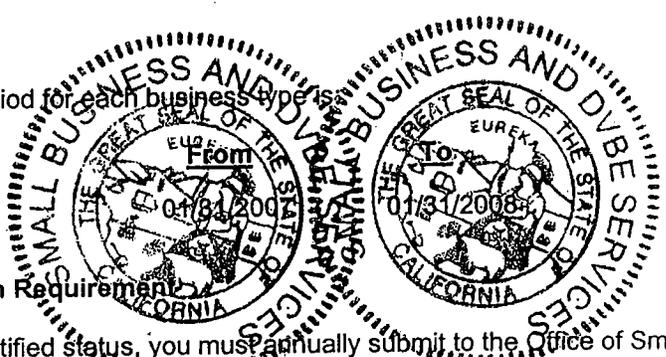
### Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

### Maintaining Your Online Certified Firm Profile





# Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM

December 11, 2006

CUCP #31519  
Metro File # 4253

Tony Moon  
**Far-East Landscape & Maintenance**  
P. O. Box 950351  
Mission Hills, CA 91395-0351

**RE: Disadvantaged Business Enterprise Certification**

Dear Mr. Moon:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. Your DBE certification status will be honored by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise:

<u>NAICS (2002)</u>	<u>Description</u>	<u>Size Standard</u>
238910	Site Preparation Contractors	\$13.0 million
238990	All Other Specialty Trade Contractors	\$13.0 million
561730	Landscaping Services	\$ 6.5 million

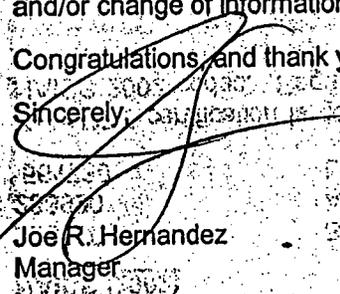
Your DBE certification is good for three years from the date of this letter and applies only for the above NAICS 2002 codes. Requests for additional or revised NAICS 2002 codes must be made in writing to Metro. After the three-year certification period, your entire file will be reviewed in order to ascertain continued DBE certification status. Prior to your firm's DBE certification expiration date, Metro will send a letter to you requesting information necessary to complete this review.

The Regulations also require annual updates during this three-year period. In order to assure continuing DBE status, you must submit annually a DBE Declaration with supporting documentation, in the format that will be sent to you. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until the three-year certification has expired.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Your DBE certification is subject to review at any time. Failure to submit forms and/or change of information will be deemed as failure to cooperate under §26.109 of the Regulations.

Congratulations, and thank you for your interest in the CUCP.

Sincerely,

  
Joe R. Hernandez  
Manager



# Metro

December 11, 2006

Metro File #4253

Tony Moon  
**Far-East Landscape & Maintenance**  
P. O. Box 950351  
Mission Hills, CA 91395-0351

**RE: Minority-Owned Business Enterprise Certification**

Dear Mr. Moon:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Minority-Owned Business Enterprise (MBE) as required under Metro MBE Program. Your firm will be listed in Metro MBE database of certified MBEs under the following specific areas of expertise:

<u>NAICS (2002)</u>	<u>Description</u>
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
561730	Landscaping Services

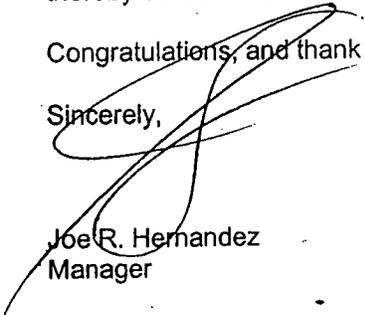
Your MBE certification is good for two years from the date of this letter and applies only for the above NAICS 2002 codes. Requests for additional or revised NAICS 2002 codes must be made in writing to Metro. After the two-year certification period, your entire file will be reviewed in order to ascertain continued MBE certification status. You will be notified of the pending MBE status review and any documentation updates necessary prior to the expiration date.

Should any changes occur that could affect your certification status, such as changes in your firm's name, business/ mailing address, ownership, management or control, please notify Metro immediately. Your MBE certification is subject to review at any time.

Metro reserves the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading, or incorrect information. Metro also reserves the right to request additional information and/or conduct on-site visits at any time during the certification period. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's MBE Program.

Sincerely,

  
Joe R. Hernandez  
Manager

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title OWNER
Firm Name Tony Moon	Date 7/17/08

## TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

**A Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Title)



Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments:	
_____	
_____	
Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Far East Landscape and Maintenance

Company Name

27118 Colebrook Pl Valencia Ca 91354

Address

95-436654]

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(X)

( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

  
Signature

7/17/08  
Date

Tony Moran OWNER  
Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Far East Landscape and Maintenance		
COMPANY ADDRESS: 27118 Colebrook Pl		
CITY: Valencia	STATE: Ca	ZIP CODE: 91354

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (attach IRS Determination Letter);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Tony Moon	TITLE: OWNER
SIGNATURE: 	DATE: 7/17/08

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: \_\_\_\_\_

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer's Name: Far East Landscape and Maintenance

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A.  Pending Litigation       Threaten Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

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B.  Pending Litigation       Threaten Litigation       Judgment (check one)

1. Against  Proposer;  Principal;  Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

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Signature of Proposer:  Date: 7/17/08

STATEMENT OF EQUIPMENT FORM

THIS PAGE IS TO BE COMPLETED BY PROPOSER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

PROPOSER'S NAME Fony Moon

ADDRESS 2718 Colebrook pl Valencia

TELEPHONE 661-297-0918

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.  
Form may be reproduced in order to list all equipment

TYPE OF EQUIPMENT	MAKE AND EQUIPMENT YOU ARE OFFERING	MODEL	YEAR	SERIAL NUMBER
1-Riding Mower	Toro	72	2004	
4-push mower	Honda	21	2006	
4-Blower	Echo	Backpack	2005	
4- Trimmer	Echo		2004	
4-weedeator	Echo		2007	
3-Truck	Toyota	Tundra	2005	

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: <i>Far East Landscape and Maintenance</i>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: <i>7/17/08</i>
PLEASE PRINT NAME: <i>Tony Mon</i>	TITLE OR POSITION: <i>OWNER</i>

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

**History of Determinations of Labor Law/Payroll Violations (Check One):**

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

  
\_\_\_\_\_  
Owner's/Agent's Authorized Signature

*Tony Moran* OWNER  
\_\_\_\_\_  
Print Name and Title

*Far East Landscape and Maintenance*  
\_\_\_\_\_  
Print Name of Firm

*7/17/08*  
\_\_\_\_\_  
Date

**COUNTY OF LOS ANGELES  
 LIVING WAGE PROGRAM  
 LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

<b>Public Entity Name</b>	<i>N/A</i>
<b>Public Entity Address:</b>	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>
	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>
	<b>Street Address:</b>
	<b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

<b>COUNTY DETERMINATION</b>  Proposer Name: _____  Contracting Department: _____  Department Contact Person: _____  Phone: _____	<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

**Assessment Criteria**

\* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

**REQUESTED INFORMATION ON THE  
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: \_\_\_\_\_

Name of Proposer's Health Plan: \_\_\_\_\_ Date: \_\_\_\_\_

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only	Y N	\$	N/A
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible? Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum? Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

**LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)**

**FAR-EAST LANDSCAPE**  
 (818) 363-8972

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after \_\_\_\_ days of employment.
- Is defined as an employee who is employed more than \_\_\_\_ hours per week.

**OTHER BENEFITS:**

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS \_\_\_\_ DAYS.

PROPOSER: Far East Landscape

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Supervisor		2	2	2	2	2	2	16	520	18.00	\$ 9,360
Foreman		8	8	8	8	8	8	40	2,080	9.00	\$ 18,720
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
Total Annual Salaries \$ 281,080											
(1) Vacations, Sick Leave, Holiday \$ 508											
(2) Health Insurance **											
(3) Payroll Taxes & Workers' Compensation \$ 4,212											
(4) Welfare and Pension											
Total Annual Employee Benefits (1+2+3+4) \$ 41,720											
(5) Equipment Costs \$ 6,975											
(6) Service and Supply Costs \$ 4,151											
(7) General and Administrative Costs \$ 71,506											
(8) Profit \$ 91,076											
Total Annual Other Costs (5+6+7+8) \$ 271,708											
TOTAL ANNUAL PRICE \$ 601,508											

\* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.  
 \*\* Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Tony Mon 7/24/08  
 Name of Proposer Date  
 Signature

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

**Living Wage Ordinance-Application for Exemption**

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <i>Far East Landscape and Maintenance</i>			
Company Address: <i>27118 Colebrook pl</i>			
City: <i>Valencia</i>		State: <i>ca</i>	Zip Code: <i>91354</i>
Telephone Number: <i>661-297-0918</i>	Facsimile Number: <i>661-297-6282</i>	Email Address: <i>fareastmow1@yahoo.com</i>	
Awarding Department: <i>DPW</i>		Contract Term:	
Type of Service: <i>Landscape Maintenance</i>			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
  - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

**FORM LW-2 - APPLICATION FOR EXEMPTION (continued)**

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.*

PRINT NAME: <i>TONY MOON</i>	TITLE: <i>President</i>
SIGNATURE: 	DATE: <i>7/8/08</i>

**Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

Monthly                       Quarterly                       Bi-Annual

Annually                       Other (Specify): \_\_\_\_\_

- Neither the contractor nor the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395

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**Subcontractors**

**No Subcontractors**

**Far East**

**-Quality Service-**

**Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395

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**Additional Information**

**“There is no additional information we wish to present”**

**ATTACHMENT B**

Award information has not been added at this time.

**Bid Information**

**Bid Number :** PW-ASD 728  
**Bid Title :** LANDSCAPE MAINTENANCE - ANTELOPE VALLEY (2008-PA036)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** LANDSCAPING-DESIGN-FERTILIZING-PLANTING- ETC., BUT NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES  
**Open Date :** 6/26/2008  
**Closing Date :** 7/7/2008 9:00 AM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** N/A  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance – Antelope Valley (2008-PA036). The total annual contract amount of this service is estimated to be \$86,020. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/landscapewaterworks.pdf> or from Ms. Melissa Saradpon at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer, its managing employee, and on-site supervisor must have three years of experience providing landscaping services. Also, Proposer must hold a valid and active California issued landscaping license, Contractor Classification C.27.

A Proposers' Conference will be held on Monday, July 7, 2008, at 9 a.m. at Los Angeles County Waterworks District No. 40, Antelope Valley, located in 260 East Avenue K-8, Lancaster, California 93535. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. An optional walk-through will be available on Tuesday, July 8, 2008, at 8 a.m. leaving from the Waterworks office. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, July 24, 2008, at 5 p.m. Please direct your questions to Ms. Saradpon at the number above.

**Contact Name :** Ms. Melissa Saradpon  
**Contact Phone# :** (626) 458-4077  
**Contact Email :** [msaradpon@dpw.lacounty.gov](mailto:msaradpon@dpw.lacounty.gov)  
**Last Changed On :** 6/30/2008 11:10:54 AM

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